

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Cogent Strategies LLC 2550 M Street NW, 6th Floor Washington DC 20037		2. Registration No. 6502						
3. Name of Foreign Principal Embassy of Japan	4. Principal Address of Foreign Principal 2520 Massachusetts Ave NW Washington, DC 20008							
5. Indicate whether your foreign principal is one of the following:								
<input checked="" type="checkbox"/> Government of a foreign country <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <table border="0"> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Committee</td> </tr> <tr> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Voluntary group</td> </tr> <tr> <td><input type="checkbox"/> Association</td> <td><input type="checkbox"/> Other (specify) _____</td> </tr> </table> <input type="checkbox"/> Individual-State nationality			<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee	<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group	<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____
<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee							
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group							
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____							
6. If the foreign principal is a foreign government, state:								
a) Branch or agency represented by the registrant Embassy of Japan								
b) Name and title of official with whom registrant deals Takuya Sasayama, Minister and Head of Chancery								
7. If the foreign principal is a foreign political party, state:								
a) Principal address								
b) Name and title of official with whom registrant deals								
c) Principal aim								

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

FORM NSD-3
Revised 05/17

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A December 21, 2017	Name and Title Kimberley Fritts, President & CEO	Signature /s/ Kimberley Fritts	eSigned
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Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Cogent Strategies LLC
2550 M Street NW, 6th Floor
Washington, DC 20037

2. Registration No.

6502

3. Name of Foreign Principal

Embassy of Japan

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Lobbying and consulting services will be provided to the Embassy of Japan at the direction of the Minister and Head of Chancery or other designee.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Services to be provided may include research and analysis of issues of importance to the Embassy of Japan; counsel on U.S. policies of concern, including activity in Congress and executive branch as well as general developments within the U.S. political scene; and outreach to members of Congress and their staff as well as executive branch officials.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

All activities will be undertaken in order to communicate information about the principal and its issues of concern to interested parties in the public sector. At the request of the principal, meetings with members of Congress, congressional staff and executive branch officials may be arranged.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
December 21, 2017	Kimberley Fritts, President & CEO	/s/ Kimberley Fritts eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



December 12, 2017

Takuya Sasayama
Minister and Head of Chancery
Embassy of Japan
2520 Massachusetts Avenue NW
Washington, DC 20008

Dear Takuya,

I am writing to confirm the arrangements regarding the work Cogent Strategies LLC ("Cogent") will perform on behalf of the Embassy of Japan ("The Embassy").

Summary and Terms of Representation

1. **Services.** As permitted by applicable United States laws and regulations, Cogent shall provide The Embassy with government affairs representation before the federal government of the United States, and any other services as the parties mutually agree.
2. **Fees.** For all public affairs services rendered by the firm, The Embassy shall pay Cogent a total fee of \$19,137 payable in 3 monthly installments of \$5,250 and a prorated installment of \$3,387 for the first month. This fee includes all relevant administrative fees such as local travel, long distance telephone charges, usage of Cogent's knowledge and technology resources, and usage of Cogent's subscriptions to news and business information resources. Payment information is as follows:

Bank Name: [REDACTED]
Account Name: Cogent Strategies LLC
Routing #: [REDACTED]
Account #: [REDACTED]
Remittance to: [REDACTED]

3. **Payment Terms.** After the initial payment due upon execution of this agreement, Cogent shall invoice The Embassy monthly, in advance, with payment due within 30 days of The Embassy's receipt of the invoice. Should an invoice be outstanding more than 30 days past its due date, Cogent will cease all services until all outstanding invoices are paid in full. All invoices outstanding more than 60 days will incur the lower of a 1.5% or the highest legally permissible interest charge per month.
4. **Term.** The term of this agreement runs from December 12, 2017 through March 31, 2018. During the term of this agreement, either party may terminate this agreement for cause with 30 days' prior written notice. Neither party may terminate the agreement for convenience during the term.
5. **Compliance with Foreign Agents Registration Act and Other Applicable Laws.**
 - a. Cogent and The Embassy shall comply with any and all restrictions and requirements of the Foreign Agents Registration Act, and any other applicable laws and regulations of the United States.

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- b. The Embassy represents and warrants that it has supplied Cogent with accurate and complete information concerning its operations, objectives, and personnel, recognizing that Cogent will be required to complete and file public disclosure forms in connection with this engagement. The Embassy agrees that it will immediately notify Cogent in the event of any changes to this information.
6. **Confidential Information.** Cogent will use all permissible efforts to protect privileged communications or other confidential information developed by Cogent or provided to Cogent during the course of Cogent's provision of services described above.
7. **Intellectual Property Rights.** The Embassy recognizes that Cogent brings to this agreement pre-existing know-how, skill, techniques, trade secrets, knowledge, methods, forms, designs, and other intellectual property and materials (the "Pre-Existing Materials") to assist Cogent in the performance of the services under this agreement. The Embassy acknowledges that these Pre-Existing Materials are and will remain the sole and exclusive property of Cogent.
8. **Nonsolicitation.** During the term of this agreement and for six months after termination or expiration of this agreement, The Embassy shall not hire or solicit to hire as an employee or independent contractor, any person currently employed or engaged by Cogent who provides any services to The Embassy during the term of this agreement without the prior written consent of Cogent.
9. **Limitation on Damages.** Cogent is not liable to The Embassy for any special, incidental, indirect, punitive, or consequential loss or damage of any nature, arising at any time or from any cause.
10. **Entire Agreement.** This agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior written and oral and all contemporaneous oral agreements and understandings with respect to the its subject matter.
11. **Modifications and Amendments.** No purported modification of or amendment to this agreement is effective unless it is in writing and signed by or on behalf of the parties.
12. **Assignment.** A party's attempted assignment of this agreement, whether directly, by change in control, or by operation of law, is ineffective unless effected with the other party's written consent.
13. **Severability.** If any provision of this agreement is held to be illegal, invalid, or unenforceable and if that provision cannot be modified to make it enforceable, that provision is ineffective to the extent of its illegality, invalidity, or unenforceability only and the remaining provisions remain in full force and effect if the purposes of this agreement can still be achieved.
14. **Governing Law and Jurisdiction.** This agreement is governed by the laws of the District of Columbia without regard to its choice- or conflicts-of-law principles. Each party irrevocably submits for all purposes in connection with this agreement to the exclusive jurisdiction of the courts of the District of Columbia.

We look forward to working with you. Should you have any questions, please do not hesitate to contact me.

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Sincerely,

Kimberley Fritts
President & CEO

AGREED TO:

A handwritten signature in black ink, appearing to be "Takashi" or similar, written over a horizontal line.

On behalf of The Embassy of Japan

A handwritten date "12/12/2017" in black ink, written over a horizontal line.

Date

A handwritten signature in black ink, appearing to be "Kimberley Fritts", written over a horizontal line.

On behalf of Cogent Strategies, LLC

A handwritten date "12-12-17" in black ink, written over a horizontal line.

Date

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A logo consisting of the letters "C" and "S" in a stylized font, enclosed within a square border.

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